

The Honorable Tana Lin

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

JOHN MCCLOSKEY,
Plaintiff,

vs.

VOLVO CAR FINANCIAL SERVICES,
U.S., LLC, and SRA Associates, LLC,
Defendant.

Case No.: 2:22-cv-00995-TL

**STIPULATION AND ORDER TO
SUBMIT CLAIMS TO BINDING
ARBITRATION AND STAY
PROCEEDINGS**

Noted for consideration for August 29, 2022
per LCR 7(d)(1) and 10(g).

Plaintiff John McCloskey (“Plaintiff”) and Defendants Volvo Car Financial Services, U.S., LLC (“VCFS”) and SRA Associates, LLC (“SRA”) (together the “Parties”), by and through their respective counsel of record, hereby stipulate to an order providing that Plaintiff’s claims against VCFS and SRA be submitted to binding arbitration and the proceedings herein stayed as follows:

WHEREAS, on June 21, 2022, Plaintiff served an unfiled King County Superior Court Action (the “Complaint”) on VCFS and SRA.

WHEREAS, the Complaint alleges claims against VCFS and SRA for: (1) Violations of the Fair Debt Collection Practices Act (Counts 1 and 2); (2) Violations of RCW Chapters 19.16 and 19.86 et seq. (the Washington State Consumer Protection Act) (Counts 3-5); (3) Civil Conspiracy (Count 6); and (4) Outrage (Count 7), seeking the recovery of actual damages, statutory damages,

1 treble damages, attorneys' fees and costs, and the imposition of injunctive relief (the "Claims"). Doc.
2 No. 1.

3 WHEREAS, on July 19, 2022, with the consent of SRA, VCFS filed a Notice of Removal of
4 the Complaint to this Court, pursuant to 28 U.S.C. §§ 1331, 1332, 1441, and 1446. Doc. No. 1.

5 WHEREAS, on July 22, 2022, SRA filed its Answer to Complaint. Doc. No. 7.

6 WHEREAS, on August 5, 2022, VCFS filed its Answer to Complaint, asserting, *inter alia*,
7 the affirmative defense of arbitration and award, based on the 2016 Motor Vehicle Lease Agreement
8 executed by Plaintiff (the "2016 Lease Agreement"), which, at Paragraph 62, includes an arbitration
9 clause, governed by and enforceable under the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not
by any state law concerning arbitration (the "Arbitration Clause"). Doc. No. 14.

10 WHEREAS, a copy of the Arbitration Clause is attached hereto as Exhibit A.

11 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the
12 Parties, through their respective counsel, that: (1) the Claims shall be submitted to binding
13 arbitration pursuant to the terms and provisions of the Arbitration Clause and the FAA (the
14 "Arbitration"); (2) subject to the terms and provisions of the Arbitration Clause and the FAA, the
15 Arbitration may be administered by Judicial Dispute Resolution in Seattle, Washington ("JDR"), on
16 the condition that Steven Scott, Judge of King County Superior Court, Retired, be appointed as the
17 arbitrator; (3) to the extent that, for any reason, Judge Scott cannot, will not, or is unable to preside
18 over the Arbitration, then the Arbitration shall be administered before an arbitration organization
19 other than JDR in accordance with the terms and provisions of the Arbitration Clause and the FAA;
20 (4) all proceedings in this matter, including any pending deadlines, are stayed pending completion of
Arbitration pursuant to 9 U.S.C. § 3; and (5) the Parties shall provide this Court with a status report
in 120 days or at the completion of the Arbitration, whichever occurs first.

1 Dated: September 7, 2022

2 Respectfully Submitted,

3 **SHOOK, HARDY & BACON L.L.P.**

4 By: /s/Hunter K. Ahern

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20 *Attorney for SRA Associates, LLC*

ORDER

IT IS SO ORDERED.

Dated this 7th day of September 2022.



Tana Lin
United States District Judge

Presented by:

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CERTIFICATE OF SERVICE

I hereby certify that on September 7, 2022, I electronically filed the foregoing with the Clerk of Court using the CM/ECF System, which in turn automatically generated a Notice of Electronic Filing to all parties in the case who are registered users of the CM/ECF system. I also certify that the foregoing document is being served on all counsel of record identified on the below Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to electronically receive Notices of Electronic Filing.

/s/ Hunter Ahern
Hunter K. Ahern

SERVICE LIST VIA CM/ECF

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